

DEFENDANT'S COPY

AS-39

IN THE CHANCERY COURT OF MADISON COUNTY, TENNESSEE

SYLVESTER COLE,

PLAINTIFF,

VS.

ALLSTATE INDEMNITY
COMPANY and
ALLSTATE INSURANCE
COMPANY

DEFENDANTS.

No. 73629
Jury Demand

FILED
TIME: 8:58 A.M. P.M.

OCT 05 2015

PAM CARTER
CLERK & MASTER

COMPLAINT

BY: B.L. Boyd

Plaintiff, Sylvester Cole, brings this action for damages against Defendants, Allstate Indemnity Company and Allstate Insurance Company, as follows:

Nature of case

This is an action for various claims arising under the substantive laws of Tennessee. Plaintiff brings this suit as the result of Defendants breach of contract with the Plaintiff, and their breach of good faith and fair dealing. Plaintiff seeks to recover damages for certain injuries.

Parties

1. Plaintiff, Sylvester Cole, is an individual who resides in Madison County, Tennessee.
2. Defendant, Allstate Indemnity Company, is licensed to do business in Tennessee, and can be served through the Commissioner of the Tennessee Department of Commerce and Insurance.

EXHIBIT

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3. Defendant, Allstate Insurance Company, is licensed to do business in Tennessee, and can be served through the Commissioner of the Tennessee Department of Commerce and Insurance.

Jurisdiction and Venue

4. This Court has jurisdiction of this civil action pursuant to the provisions of Tennessee Code Annotated §21-1-101; §16-11-115 and §20-2-201.
5. Venue is proper pursuant to Tennessee Code Annotated §20-4-101.

Parties

6. Plaintiff, Sylvester Cole (hereinafter "Cole"), is an individual with a homeowner's insurance policy purchased from Allstate Indemnity Company and/or Allstate Insurance Company.
7. Allstate Indemnity Company is a multistate insurance company offering auto, homeowner's, life, property, and liability and business insurance, with an office in Jackson, Tennessee.
8. Allstate Insurance Company is a multistate insurance company offering auto, homeowner's, life, property, and liability and business insurance, with an office in Jackson, Tennessee.

Wrongful Conduct by Defendant

9. On or about July 15, 2014, Cole made an application for and obtained a landlord's package insurance policy from Allstate Indemnity Company and/or Allstate Insurance Company (hereinafter collectively referred to as "Allstate") for

coverage of the property located at 200 Ash Street, Jackson, Tennessee 38301, owned by Cole.

10. Cole's contract policy #000963618275 provides insurance on the property located at 200 Ash Street, Jackson, Tennessee 38301. A copy of the policy is attached hereto as Exhibit A.
11. 200 Ash Street, Jackson, Tennessee 38301 is a property owned by Cole, which Cole rented out to tenants.
12. On or about October 7, 2015 a fire occurred at 200 Ash Street, Jackson, Tennessee 38301, causing damage to the structure at that location.
13. As a result of the fire at 200 Ash Street, the structure sustained damage as itemized on page two of the proof of loss statement attached as Exhibit B.
14. As a result of the fire at 200 Ash Street, Cole filed a claim on his insurance policy making demand for payment by filing a proof of loss dated November 15, 2014 attached as Exhibit B, claiming a loss of \$61,691.
15. Allstate completed an examination under oath of Cole on December 22, 2014.
16. Cole has provided Allstate with supplemental documentation that was requested following his examination under oath.
17. However, Defendants Allstate has failed to provide Cole with the benefits owed to him as the result of filing this claim on his insurance policy.

Causes of Action

Count 1 – Breach of Contract

18. Cole incorporates all of the preceding paragraphs as if fully set forth herein.

19. By failing to pay benefits for the fire loss sustained by the Plaintiff, Defendants Allstate have breached the contract with Cole.

20. Pursuant to Cole's contract, Allstate had a duty and the obligation of acting in good faith and fair dealing, which required paying Cole's claim as a result of the loss Cole sustained, as the result of the fire at 200 Ash Street, Jackson, TN 38301.

21. Allstate's breach of contract has caused injury to Cole, and Allstate's continuing breach will continue to cause injury to Cole.

Count 2- Breach of Good Faith and Fair Dealing

22. Cole incorporates all of the preceding paragraphs as if fully set forth herein.

23. Pursuant to the contract, Defendants Allstate had an obligation to pay Cole's claim as a result of the loss Cole sustained as a result of the fire at 200 Ash Street, Jackson, Tennessee 38301.

24. By failing to pay Cole's claim for his loss, Defendants Allstate have breached the duty of good faith and fair dealing.

25. Allstate's breach was vexatious and without reasonable cause.

26. Allstate's breach of good faith and fair dealing has inflicted additional expense, loss and injury to Cole.

27. Allstate's breach of duty of good faith and fair dealing has caused injury to Cole, and Allstate's continuing breach will continue to cause injury to Cole.

28. As a result of Defendants Allstate's breach of duty of good faith Plaintiff Cole is entitled to the remedies outlined in Tenn. Code Ann. §56-7-105.

Count 3 – Misrepresentation

29. Cole incorporates all of the preceding paragraphs as if fully set forth herein.

30. The contract and policy of insurance, providing coverage for the property located at 200 Ash Street, Jackson, Tennessee 38301, contained representations that in the event of a loss Defendant Allstate would pay benefits to Plaintiff Cole.

31. Plaintiff Cole relied on these representations in entering into the contract and policy of insurance.

32. By failing to pay the required benefits under the contract and policy of insurance Defendants Allstate engaged in negligent and/or intentional misrepresentations.

33. Allstate's negligent and/or intentional misrepresentation has caused injury to Cole, and Allstate's continuing misrepresentations will continue to cause injury to Cole.

Damages

34. Cole incorporates all of the preceding paragraphs as if fully set forth herein.

35. Allstate's breach of contract, breach of duty of good faith and fair dealing and misrepresentations has caused Cole to suffer substantial damages, including costs and attorney fees incurred in attempting to enforce the contract between Cole and Allstate and recover the monies owed to Cole as detailed in the proof of loss claim filed with Allstate.

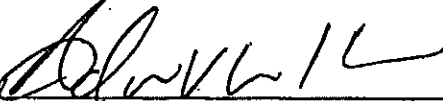
WHEREFORE, Plaintiff Cole requests this Court to award him all remedies available under the law including but not limited to:

1. Specific performance of the contract entitling Plaintiff Cole to receive the benefits under the policy of insurance;
2. Compensatory damages;

3. Punitive damages, including but not limited to treble damages;
4. Damages for breach of good faith as provided in Tenn. Code Ann. §56-7-105
5. Costs;
6. Attorney fees;
7. Pre-judgment and Post-judgment interest;
8. Any other relief this honorable Court deems fair, just, and equitable
9. The Plaintiff demands a jury to judge the issues when joined.

Respectfully submitted,

PURCELL, SELLERS, AND CRAIG, INC.

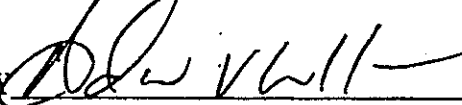
By 

Andrew V. Sellers (#019586)
Attorney for Plaintiff
P.O. Box 10547
Jackson, TN 38308
(731) 300-0737

COST BOND

We acknowledge ourselves as surety for the costs of the above cause.

PURCELL, SELLERS, AND CRAIG, INC.

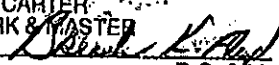
By 

STATE OF TENNESSEE
COUNTY OF MADISON

I, Pam Carter, Clerk & Master of the
Chancery Court at Jackson, Tennessee, certify
that the foregoing and attached is a true copy
of the Consent to Dismiss A.B.
of record in this case.

This 8th day of October, 2015

PAM CARTER
CLERK & MASTER

BY: 
D.C. & M.

FILED
TIME: 8:58 A.M. P.M.

OCT 05 2015

PAM CARTER
CLERK & MASTER
BY: [Signature]
FEDERAL BUREAU OF INVESTIGATION

Exhibit A



*Tina Clark Agency
231 Oil Well Rd #A
Jackson TN 38305*

Your Quick Insurance Check

- ✓ Verify the information listed in the Policy Declarations.
- ✓ Please call if you have any questions.
- ✓ Now you can pay your premium before your bill is issued - visit allstate.com or call 1-800-Allstate®.



Sylvester Cole
100 Hillcrest Circle Dr
Jackson TN 38301-6740

Thank you for being a loyal Allstate Indemnity Company customer—we're delighted to have you with us!

Here's Your Landlords Package Insurance Renewal Offer

I'm pleased to offer to continue your Allstate Indemnity Company policy for another twelve months, so you can keep getting:

- Quality coverage at competitive prices
- Access to our knowledgeable, helpful agent network
- The peace of mind of knowing your insurance provider is one of the most experienced in the industry

What's In This Package?

This mailing package contains your insurance documents, including your Renewal Policy Declarations—which lists your coverages, coverage limits, premiums and any discounts you're receiving. You'll want to review the Policy Declarations to make sure you're comfortable with the coverage choices you've made. Keep in mind that policy documents may change, so you should carefully review them at each renewal.

Your Billing And Renewing

Unless a mortgage company or lienholder pays your insurance premium for you, keep an eye out for your bill, which we'll send separately. But note that if you're enrolled in the Allstate Easy Pay Plan, you won't receive a bill. Instead, we'll send you a statement detailing your payment withdrawal schedule.

Renewing your coverage is simple—just make sure we receive the required premium payment when it's due.

(over)

MCD21-3

PHOP *010004114052953004451101*

000000963618276 072 060 TN



Information as of
May 29, 2014

RPJ78

Have Questions? Please Contact me

Give me a call at (731) 664-2888 if you have any questions or if you see something that needs updating—coverages, limits, deductibles. For online services, such as making a payment or viewing policy information, you can register at the Customer Care Center on allstate.com.

We Appreciate Your Business

Thanks again for choosing Allstate—where you get more than great coverage and service. You get Allstate's 75 years of business experience behind you, plus the freedom to manage your policy your way.



Tina Clark Agency
Your Allstate Agent

Allstate Indemnity Company

RENEWAL

Landlords Package Policy Declarations

Summary

NAMED INSURED(S)
Sylvester Cole
100 Hillcrest Circle
Jackson TN 38301-6740

YOUR ALLSTATE AGENT IS:
Tina Clark Agency
231 Oil Well Rd #A
Jackson TN 38305

CONTACT YOUR AGENT AT:
(731) 664-2888

POLICY NUMBER
9 63 618275 07/15

POLICY PERIOD
Begins on July 15, 2014
at 12:01 A.M. standard time,
with no fixed date of expiration

PREMIUM PERIOD
July 15, 2014 to July 15, 2015.
at 12:01 A.M. standard time

LOCATION OF PROPERTY INSURED
200 Ash Street, Jackson, TN 38301-6645

Total Premium for the Premium Period *(Your bill will be mailed separately)*

Premium for Property Insured	\$683.09
TOTAL	\$683.09

The portion of the total premium shown above that is attributable to coverage for losses caused by "acts of terrorism" to which the federal Program established by the "Terrorism Risk Insurance Act", as amended, applies is \$0.00. SEE THE ENCLOSED "POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE" -- AP8337-2.

PROP *010004114052953004451102*

MCD21 3



Information as of
May 29, 2014

Page 1
TN072820

Allstate Indemnity Company

Policy Number: 963 618275 07/15 Your Agent: Tina Clark Agency (731) 664-2888
 For Premium Period Beginning: July 15, 2014

POLICY COVERAGES AND LIMITS OF LIABILITY

COVERAGE AND APPLICABLE DEDUCTIBLES (See Policy for Applicable Terms, Conditions and Exclusions)	LIMITS OF LIABILITY
Dwelling Protection • \$500 All Peril Deductible Applies	Actual cash value up to \$53,644
Other Structures Protection • \$500 All Peril Deductible Applies	Actual cash value up to \$5,364
Personal Property Protection • \$500 All Peril Deductible Applies	Actual cash value up to \$2,683
Fair Rental Income Protection	Refer to Policy
Liability Protection	\$100,000 each occurrence
Premises Medical Protection	\$1,000 each person
Fire Department Charges	\$500

DISCOUNTS Your premium reflects the following discounts on applicable coverage(s):

Multiple Policy	20 %	Claim Free	1 %
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RATING INFORMATION

The dwelling is of Frame construction and is occupied by 1 family

Allstate Indemnity Company



Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (731) 664-2888
For Premium Period Beginning: July 15, 2014

Your Policy Documents

Your Landlords Package policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Landlords Package Policy form AS84
- Notice of Terrorism Insurance Cov. form AP3337-2
- LPP - Vandalism Coverage End. form AS134
- Tennessee LPP Amendatory End. form AS150
- LPP - ACV Loss Settlement End form AS418

Important Payment and Coverage Information

Please note: This is not a request for payment. Your bill will be mailed separately.

IN WITNESS WHEREOF, Allstate Indemnity Company has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate Indemnity Company.

Steven P. Sorenson
President

Mary J. McGinn
Secretary

PROP *010004114032951004451103*

MCD21-3



Information as of
May 29, 2014

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IN372R80

Allstate Indemnity Company

Policy Number: 953 518275 07/15 Your Agent: Tina Clark Agency (731) 664-2888
For Premium Period Beginning: July 15, 2014

Important Notice

Your property is covered on an actual cash value basis

We'd like to remind you that your policy provides actual cash value coverage. So if you experience a covered loss, we will pay for a loss to your covered property on an actual cash value basis, meaning there may be a deduction for depreciation.

Your Coverage A--- Dwelling Protection limits shown on your Policy Declarations reflect either the estimated actual cash value for your property when it was originally written, or the amount most recently selected by you. This estimate was based on data that was available to us at the time we made this estimate, including the dwelling style, construction, additions and other details. Keep in mind, however, the actual amount it will cost to repair or replace your property cannot be known until after a covered total loss has occurred.

More information about the characteristics that were used in this estimate are provided below:

Dwelling characteristics considered in estimating actual cash value

DWELLING STYLE: 1.0 Story(s), 1 Family(s), Built 1950, Living Area 1100 sq. ft.

Condition Good

FOUNDATION: 100% Crawlspace

ADDITIONS: Attached Structures -- Open Porch 50 sq. ft.

Interior -- Kitchen - Basic (1)

Interior -- Full Bath - Basic (1)

Interior -- Half Bath - Basic (1)

DETAIL: Exterior Walls -- Aluminum Siding 100 %

Roofing -- Asphalt/Fiberglass Shingle 100 %

Interior Partitions -- Drywall 100 %

Interior Partitions -- Less than 10 ft Wall Height 100 %

Heating & Cooling -- Heating - Gas 100 %

Allstate Indemnity Company



Policy Number: 9 53 618275 07/15 Your Agent: Tina Clark Agency (781) 654-2888
For Premium Period Beginning: July 15, 2014

If the information about your property shown above requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative.

X67677

MCD21-3

PROP *010004114052833004451104*



Information as of
May 29, 2014

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NOTED

Allstate Indemnity Company

Policy Number: 9 53 618275 07/15 Your Agent: Tina Clark Agency (731) 654-2888
 For Premium Period Beginning: July 15, 2014

Important Notice

Privacy Policy Statement

Thank you for choosing Allstate. We value you, respect your privacy and work hard protect your personal information.

This statement is provided on behalf of Allstate Insurance Company and the affiliates ("Allstate") listed at the end of this notice. We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

Our Privacy Assurance

- We do **not** sell your personal or medical information to anyone.
- We do **not** share your information with non-affiliate companies that would use it to contact you about their own products and services, unless permitted pursuant to a joint marketing agreement.
- We **require** persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We **require** our employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law; to comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements.

Our privacy practices continue to apply to your information even if you cease to be an Allstate customer.

What Personal Information Do We Have and Where Do We Get It

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, social security number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources that may include, but is not limited to, your driving record, claims history, medical information and credit information.

In addition, Allstate and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit *allstate.com*, web pages you viewed while visiting our site or applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

Also, our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, which can help us to better understand how visitors use *allstate.com*.

How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy



Allstate Indemnity Company

Policy Number: 9 53 618275 07/15 Your Agent: Tina Clark Agency (731) 554-2888
For Premium Period Beginning: July 15, 2014

- Market our products
- Handle your claim
- Prevent fraud
- Comply with requests from regulatory and law enforcement authorities
- Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:

- Your agent, broker or Allstate-affiliated companies
- Companies that perform services, such as marketing, credit card processing, and performing communication services on our behalf
- Business partners that assist us with tracking how visitors use *allstate.com*.
- Other financial institutions with whom we have a joint marketing agreement
- Other insurance companies that play a role in an insurance transaction with you
- Independent claims adjusters
- A business or businesses that conduct actuarial or research studies
- Those who request information pursuant to a subpoena or court order
- Repair shops and recommended claims vendors

The Internet and Your Information Security

We use cookies, analytics and other technologies to help us provide users with better service and a more customized web experience. Additionally, our business partners use tracking services, analytics and other technologies to monitor visits to *allstate.com*. The website may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at the bottom of the *allstate.com* homepage.

To learn more, the *allstate.com* Privacy Statement provides information relating to your use of the web site. This includes, for example, information regarding:

- 1) how we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 2) who should use our web site;
- 3) the security of information over the Internet; and
- 4) links and co-branded sites.

How You Can Review and Correct Your Personal Information

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:
Allstate Insurance Company Customer Privacy Inquiries
P.O. Box 40047
Roanoke, VA 24022-0047

Your Preference for Sharing Personal Information

We would like to share your personal information with one or more Allstate affiliates in order to make you aware of different products, services and offers they can provide. However, you can request that Allstate and its affiliate companies not share your personal information with our affiliates for marketing products and services.

Allstate Indemnity Company

Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (731) 554-2888
 For Premium Period Beginning: July 15, 2014

To request that we not allow other Allstate affiliates to use your personal information to market their products and services, you can contact us by calling 1-800-858-2518 twenty-four hours a day, seven days a week. Please keep in mind that it may take up to four weeks to process your request. If you previously contacted us and asked us not to allow other Allstate affiliates to use your personal information, your previous choice still applies and you do not need to contact us again. If you would like to change your previous choice please call the number above at any time.

We Appreciate Your Business

Thank you for choosing Allstate. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to keeping you in Good Hands®.

If you have questions or would like more information, please don't hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-Allstate.

We reserve the right to change our Privacy practices, procedures, and terms.

Allstate Insurance Company

Allstate affiliates to which this notice applies: Allstate County Mutual Insurance Company, Allstate Finance Company, Allstate Financial Services, LLC (LSA Securities in LA and PA), Allstate Fire and Casualty Insurance Company, Allstate Indemnity Company, Allstate Investment Management Company, Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Allstate Motor Club, Inc., Allstate New Jersey Insurance Company, Allstate New Jersey Property and Casualty Insurance Company, Allstate Property and Casualty Insurance Company, Allstate Texas Lloyd's, Allstate Texas Lloyd's, Inc., Allstate Vehicle and Property Insurance Company, Deerbrook General Agency, Inc., Deerbrook Insurance Company, Lincoln Benefit Life Company, North Light Specialty Insurance Company, Northbrook Indemnity Company.

Please Note: Allstate affiliates American Heritage Life Insurance Company, Castle Key Insurance Company and Castle Key Indemnity Company participate in information sharing with the affiliates listed above, but have a separate privacy notice for their customers.

For California residents:

Pursuant to California law, we need to disclose to you that we would obtain your consent before sharing medical information for marketing purposes.

For Montana residents:

Pursuant to Montana law, you may also request a record of any disclosure of your medical information during the preceding three years. Please send requests to: Allstate Insurance Company Customer Privacy Inquiries, P.O. Box 40047, Roanoke, VA 24022-0047

For Nevada Residents:

Allstate is committed to serving you when and where you prefer as we help you protect what you have today and prepare you for the future. To that end, and as Nevada law requires, if you do not want to receive sales calls from Allstate, you have the option to be placed on our internal "do not call" list. (Please disregard this notice if you have already been added to Allstate's internal "do not call" list.) You may make this request in the following convenient ways:

- Contact your local Allstate agency
- Call 1-800-ALLSTATE and speak with a customer representative
- Visit allstate.com, click on Contact Us and send us an e-mail
- Write to us at Allstate Insurance Company, Attn: Customer Service, P.O. Box 40047, Roanoke, VA 24022-0047

Page 3



Allstate Indemnity Company

Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (731) 684-2888
For Premium Period Beginning: July 15, 2014

In your discussion or correspondence with us, please be sure to provide us with your name, address and all telephone numbers you wish to include on our list. If you have questions about this notice, you may contact us at the address listed above or you may also contact the Nevada Attorney General's office at:

Office of the Nevada Attorney General
Bureau of Consumer Protection
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101
Phone: (702) 486-3132
Email: BCPI@ag.state.nv.us

Please note that Allstate's "do not call" list is limited only to telephone solicitation calls. We may still contact you about your Allstate policy, billing issues, claims and other service matters.

For Vermont residents:

We won't share your personal information with Allstate companies for marketing purposes except as allowed by Vermont law.

(ed. 8/2012)

X66702-1v5

Allstate Indemnity Company



Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (731) 684-2888
For Premium Period Beginning: July 15, 2014

Important Notice

Important Information About Your Allstate Policy

The enclosed Policy Declarations includes important information, such as your address, the coverages and coverage limits you've chosen, the names of insured persons — as well as other details pertinent to your policy. These details may include, for example, for motor vehicle policies, the drivers and vehicles you've insured, as well as the vehicle identification numbers (VIN) assigned to your insured vehicles; and, for property policies, the location of the insured property and mortgage information, if applicable. Your Policy Declarations also lists any discounts or surcharges applied to your policy.

Because much of the information found on your Policy Declarations is used to help us determine your premium, please be sure to review your Policy Declarations carefully each time you receive one. You may want to add coverage, delete coverage or change your coverage limits — or you may want to change other information relating to your policy, whether it be a motor vehicle, your home or other insured property. You may also want to contact your Allstate representative for information concerning discounts that may be available for your policy.

Making changes to your policy

If you need to make a change to any of the information listed on your Policy Declarations, please notify your Allstate representative of the change as soon as possible. With a few exceptions, any changes will be effective as of the date you notify us.

If you have any questions about this notice, or if you need to update any of the information listed on the enclosed Policy Declarations, please contact your Allstate representative.

X67097



Allstate Indemnity Company

Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (731) 684-2888
For Premium Period Beginning: July 15, 2014

Important Notice

Please Check Your Policy Coverage Limits

When you were first issued your Allstate policy, you selected specific coverages and coverage limits to protect your property. Chances are, however, since that time the value of your property has changed. That's why you need to carefully review your coverages and coverage limits at each renewal of your policy to make sure they provide you with adequate coverage.

Please take a few minutes to review your policy, and if you have any questions about your insurance coverage, or if you wish to change your policy limits, please contact your Allstate agent.

X4579-2

Allstate Indemnity Company

Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (721) 654-2888
 For Premium Period Beginning: July 15, 2014

Important Notice

You Have the Option to Request a Reorder of Your Credit Information

As you know, at the time you applied for your Allstate policy, we obtained your credit information and based your premium partly on that information. We've found that certain data from credit reports has proved an effective predictor of insurance losses, enabling us to keep insurance costs as competitive as possible for the greatest number of policyholders. This information helps us control the cost of insurance and make insurance more available. However, please be aware that we use credit information in addition to, not instead of, other factors.

You Can Request a Credit Reorder

We do not automatically reorder your credit reports when your policy renews. However, prior to your renewal, you have the option to request that we reorder your credit reports and adjust your policy rating based on this new review. (Note that you can only make this request once each year.) This gives you the opportunity to decide whether you want us to renew your policy using the current credit information we have for you or offer you a renewal policy with a rate based, in part, on credit information that may have recently changed.

How to Request a Review

To request that we reorder your credit reports, simply contact your Allstate representative prior to your policy's renewal effective date. At that time, we will order credit report(s) for you and your spouse* (if any). Please keep in mind that as a result of this review, you could see a higher or a lower premium. You may want to speak with your Allstate representative about this premium impact and whether or not you want us to reorder your credit reports.

Please keep in mind that because Allstate is not assessing credit-worthiness, the information we consider from credit reports is not the same as that considered by a financial institution. For example, credit report information that would lead a bank to offer you a lower interest rate on a loan will not necessarily lower your insurance premium.

Key Factors That Can Affect Your Credit-Based Insurance Score

We review information from your credit history to develop your "credit-based insurance score," which is based on items such as the presence of public records, collections or delinquencies, number of accounts you have opened, length of account history and frequency of non-promotional inquiries into a credit report.

When thinking about the types of events or factors that may improve or worsen your credit-based insurance score and how you can influence it, keep the following in mind. Note that these are meant to be general guidelines and the specifics of your individual credit history will determine your individual credit-based insurance score.

Behaviors That Can Contribute to a Better Credit-Based Insurance Score

- Keep low balances in relation to the credit limits on each account.
- Always pay in a timely fashion—avoid late payments or collections of any type.
- Minimize the number of newly opened credit accounts by opening new accounts only as needed.



Allstate Indemnity Company

Policy Number: 9 53 618275 07/15 Your Agent: Tina Clark Agency (731) 664-2888
For Premium Period Beginning: July 15, 2014

Behaviors That Can Contribute to a Worse Credit-Based Insurance Score

- Carrying high balances in relation to the credit limits on each account.
- Not paying in a timely fashion (late payments, collections or judgments).
- Frequently opening new accounts.
- Going through bankruptcy.

Additional Information

Also, if you request a credit report reorder, please keep in mind that the updated credit information may not be reflected in your premium and Policy Declarations until the *next* policy period, if your policy renews.

Who to Contact for More Information

If you're interested in the option of re-ordering credit report information, or if you have any other questions about our rating practices, please contact your Allstate agent or call us toll-free at 1-800-ALLSTATE (1-800-255- 7828). You can also learn more about the use of credit information and insurance by logging on to our web site at allstate.com. We want to help you make the best possible decisions about your insurance.

* The term "spouse" in this notice includes civil partners, domestic partners or any similar relationship, if any, recognized by the laws of this State that provides couples entering into civil unions, domestic partnerships, or similar relationships the benefits, protections and responsibilities under law as are granted to spouses in a marriage in this State.

X72957

Allstate Indemnity Company



Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (781) 664-2888
For Premium Period Beginning: July 15, 2014

Important Notice

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

If you have a question about your insurance . . .

In the event that you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of your insurance, or if you have additional questions, you may contact the Allstate Support Center at the following address:

Allstate Insurance Company
National Support Center
PO Box 40047
Roanoke, VA 24022-0047

X66311-1

PROP '010004114052839004451109''

MCD21-3



Allstate Indemnity Company

Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (731) 664-2888
For Premium Period Beginning: July 15, 2014

Important Notice

Managing Your Renewal Premiums

We understand that many of our customers budget their insurance payments, so we want to let you know that you may see an increase or decrease in your premium with your upcoming renewal.

What Affects Your Premium?

As you may know, your premium is determined by a number of factors, such as your loss history, the coverages you purchase, and your eligibility for discounts. We also may adjust our rates periodically to ensure that we keep pace with operating cost and claim experience in Tennessee.

Please keep in mind that any recent changes you may have made to your policy may also affect the amount of your premium.

Options for Managing Your Premium

There may be ways you can help manage your insurance costs. For example, some of the ways you may be able to maintain or even reduce your premium include:

- Reviewing your coverages and ensuring they meet your current needs
- Adjusting your deductible and/or limits
- Policy discounts that may be available to you

Your Allstate representative can help you make certain you are aware of options to manage your costs. Please take a moment to review your policy to make sure it meets your current needs. We know that insurance costs are extremely important to you, and it's one of our goals to help you manage those costs while always keeping you in Good Hands®.

Have Questions? Please Contact Us

If you have any questions about your policy premium or how to manage the cost of your insurance, please feel free to contact your Allstate representative.

X73170

Allstate Indemnity Company



Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (781) 654-2888
For Premium Period Beginning: July 15, 2014

Notice of a Change to Your Landlords Package Policy

From time to time Allstate will revise your coverage. We've included an Amendatory Endorsement AS418 in this mailing package that changes parts of your contract. Please read this endorsement and keep it with your Landlords Package Policy.

We're also providing you with the following summary. We hope you find it informative and useful, but keep in mind that it's not part of your contract. Always reference your policy documents for your exact coverage details.

If you have any questions about this notice or your policy coverage, you can contact your Allstate representative.

Summary of Changes

We revised your Landlords Package Policy - Actual Cash Value Loss Settlement endorsement to indicate that the limit of liability for the damaged or stolen property applies regardless of the number of building structures, other structures or items of personal property involved in the loss.

Our payment will not include any increased cost due to the enforcement of building codes, ordinances or laws unless you have purchased Building Codes Coverage. The Property Insurance Adjustment does not apply.

We also added language that indicates no other "How We Pay For A Loss" provisions in any other policy forms apply. Loss to property insured by this policy will be settled on an Actual Cash Value basis as described in AS418.

All other policy terms and conditions apply.

XC3317

MCD21-3

PROP *010004114052852004431110*



Allstate Indemnity Company



Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (731) 684-2888
For Premium Period Beginning: July 15, 2014

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

Policyholder Disclosure

Notice of Terrorism Insurance Coverage -- AP3337-2

The federal Terrorism Risk Insurance Act, as amended, (the federal Act), establishes a temporary federal Program (the federal Program) providing for a system of shared public and private compensation for certain insured commercial property and casualty losses resulting from "acts of terrorism," as defined in the federal Act.

The federal Act defines an "act of terrorism" as an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Your insurance coverage includes coverage for losses caused by "acts of terrorism" to which the federal Program applies. This coverage is subject to all other terms, conditions, limitations and exclusions of your policy.

Disclosure of Federal Share of Compensation for Insured Losses

Insured losses caused by "acts of terrorism" to which the federal Program applies would be partially reimbursed by the United States Government under a formula established by the federal Act. Under that formula, the United States Government pays 85 percent of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the federal Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "acts of terrorism" to which the federal Program applies when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceeds \$100 billion, your coverage may be reduced to the extent permitted by the federal Act or any regulations promulgated thereunder.

Disclosure of Premium

The portion of your annual premium that is attributable to coverage for losses caused by "acts of terrorism" to which the federal Program applies is \$0.00.



Allstate Indemnity Company

Policy Number: 9 63 618275 07/15 Your Agent: Tina Clark Agency (731) 654-2888
For Premium Period Beginning: July 15, 2014

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

Landlords Package Policy – Actual Cash Value Loss Settlement Endorsement – AS418

The following changes are made under Section I Conditions:

A. Item 6, How We Pay For a Loss, is replaced by the following:

6. How We Pay For a Loss

Loss to property insured by this policy under Coverage A—Dwelling Protection, Coverage B—Other Structures Protection, and Coverage C—Personal Property Protection will be settled on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the smallest of:

- a) the actual cash value of the damaged, destroyed or stolen property at the time of loss;
- b) the amount necessary to repair or replace the damaged, destroyed or stolen property with other of like kind and quality; or
- c) the limit of liability applicable to the damaged, destroyed or stolen property regardless of the number of ~~building structures~~, other structures or items of personal property involved in the loss.

Payment will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, relocation or demolition of building structures or other structures unless your Policy Declarations indicates you purchased Coverage BC—Building Codes coverage.

B. The provision titled Property Insurance Adjustment is deleted.

All other policy terms and conditions apply. However, no other "How We Pay For a Loss" provisions in any other policy forms apply.

FILED
TIME: 8:58 A.M. _____ P.M.

OCT 05 2015

PAM CARTER
CLERK & MASTER
BY: D. R. [Signature]

Exhibit B

**EXPLANATION OF THE
SWORN STATEMENT IN PROOF OF LOSS**

The Sworn Statement in Proof of Loss is a document required by your insurance policy that requires you, as the policy holder, to provide certain facts relevant to your property, your policy, and the claim that you have submitted, and is a statement of the amount of the loss that you are claiming.

The policy number and claim number must be filled in the appropriate blanks. If you do not have either of these numbers please let me know and they will be provided to you.

The first paragraph contains a blank marked "Insureds name". You should state the persons named on your insurance policy (you, or you and your spouse, & etc.) The second blank is for the type of loss that you are insured for.

1. Time and Origin: State the type of loss that occurred (fire, theft, windstorm, etc), and the time, date, and year of the occurrence. The second sentence requires that you state the cause and origin of the loss that you had. Cause means, what caused the loss that you had. Origin means where the loss originated.

2. Occupancy: State the use of the structures that are insured under this policy, and who lived at or occupied the property at the time of the loss.

3. Title and Interest: State your interest in the property, and the interest of anyone else. The second sentence is asking for any lien, mortgage, judgment, tax lien, or any other incumbrance to the property.

4. Changes: Since we issued the policy to you have any of the items listed changed? An assignment means that you have assigned, or deeded your interest in the property to someone else. Has there been any change of ownership, use, occupancy, possession, or location of the property from the time that we issued your policy? The word exposure refers to risk or danger of loss.

5. Total Insurance: Indicate the total of all of the insurance policies covering the described property. The purpose of this paragraph is to determine if there are other insurance policies that cover the structure or your personal property. Should you have any other policy of insurance then designate those policies under Schedule C ☐ on the back side of the proof of loss. Note: if you have furniture that is financed then you may have other coverage through the company that financed your purchase.

6. Actual Cash Value: State the "actual cash value" of the property at the time of the loss. "Actual Cash Value", which is sometimes referred to as "Market Cash Value" reflects what the value of an item was at the time of the loss. "Actual Cash Value" is determined by the computing the cost to replace the damaged or stolen item with another item, of like kind and quality, less applicable depreciation based on the item's age and condition.

7. Whole Loss and Damages: State the total amount of damages, including dwelling, contents, additional living expenses or other damages.

8. Amount Claimed: This should reflect the amount of Whole Loss and Damages less any applicable policy deductible. Here, you are stating the total dollar amount you feel that the insurance company is obligated to pay you.

The next paragraph is your sworn affirmation as to the integrity of the information in this document. Read this section carefully. You will be swearing an oath as to the facts and circumstances of this claim.

After completing the Proof of Loss and reading the last paragraph, you should have a duly sworn Notary Public witness the signature of all the insureds who are filing the claim. The Notary's official seal should be used to certify the witnessing of the document.

SWORN STATEMENT IN PROOF OF LOSS

to

ALLSTATE INDEMNITY COMPANY

Policy No. 000963618275

Claim No. 0343859138

To the Allstate Indemnity Company, Northbrook, Illinois

At time of loss, by the above indicated policy of insurance you insured Sylvester Cole

INSURED'S NAME

against loss by fire to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A fire loss occurred about the hour of 4:30 o'clock A M., On the 7th day of Oct, 2014. The cause and origin of the said loss were:

2. Occupancy: The building describe, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: At the time of loss, I thought the tenant was still living at said property.

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was Owner/Leasehold. No other person or persons had any interest therein or insurability thereon, except: No other person(s) had any interest.

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: No changes whatsoever.

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$163,191.00. As more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of the loss was \$ 61,691.00

7. The Whole Loss and Damage was Total Loss by fire \$ 61,691.00

8. The Amount Claimed under the above numbered policy is \$ 61,691.00

The said loss did not originate by any act, design or procurement on the part of this insured, or this affiant; nothing has been done by or with the privity or consent of this insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

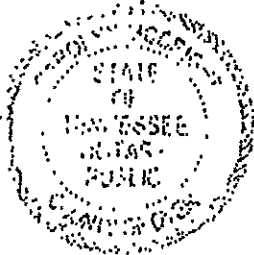
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

State of TennesseeSignature Sylvester ColeCounty of Madison

Signature _____

Subscribed and sworn to be before me this 15th day of November, 2014

[Signature] Notary Public



0343859138 IRR